

EXCHANGE AGREEMENT

The CITY OF SWEET HOME hereinafter referred to as CITY and DANIEL D. SMITH hereinafter referred to as SMITH enter into this real property exchange agreement on the last date indicated below:

RECITALS:

WHEREAS, CITY is the owner of real property located at 3225 Main Street and 3231 Main Street Sweet Home OR 97386;

WHEREAS, SMITH is the owner of real property located at 3235 Main Street Sweet Home OR 97386;

WHEREAS, Said properties in separate ownership are adjacent to each other and both parties desire to exchange a parcel of their property for a parcel of the other party's property as set forth in the attached diagram marked Exhibit A (approximate area only) with the exact areas exchanged to be in accordance with the survey to be made for the parties;

WHEREAS, SMITH by the exchange will acquire the real property now being used as a part of his driveway and CITY by the exchange will acquire and the public interest will be furthered by real property that will provide access to walkways on 40th Avenue and Long Street from City Hall and potentially a city park adjacent thereto;

NOW, THEREFORE, for the promises and consideration set forth herein the parties agree as follows:

1. CITY will convey Parcel A to SMITH in exchange for SMITH conveying to CITY Parcel B.
2. CITY will process the necessary lot line adjustment application(s) with the City and prepare the deeds for the transfers at its own cost and upon its own schedule.
3. CITY will pay one half of the appraisal cost which is \$1,750.00, three fourths of the survey cost which is \$1,500.00 (includes one half of the recording fees) and SMITH will pay one half of the appraisal cost which is \$1,750.00 and one fourth of the survey cost which is \$500.00 (includes one half of the recording fees). Any other recording fees will be paid one half by each party except as otherwise stated herein.
4. The CITY will be responsible for a fence along Parcel B adjacent to the real property of SMITH.
5. If a party wants title insurance that party will pay for their own title insurance.
6. This agreement is personal to the parties and cannot be assigned and time is of the essence of this agreement.
7. This Agreement can be terminated prior to the deeds being signed by either party without cause upon reimbursement to the other party for any above described costs that the other has incurred.
8. This Agreement is subject to approval by Umpqua Bank. See below. Any costs, fees and recording fees associated with the Umpqua Bank process described below of acquiring and releasing real property herein shall be paid by SMITH.
9. This Agreement is subject to approval by Sweet Home City Council.

Dated _____

Dated _____

City of Sweet Home

by City Manager

Daniel D. Smith

The parties acknowledge that SMITH has a loan from Umpqua Bank that is recorded in the Linn County Deed Records in a Trust Deed at Instrument No. 2011-15057 that holds his real property as security for the loan. The parties hereby agree that they will execute the documents necessary to make Parcel A part of the loan's security for real property and release Parcel B from being covered by the loan as security.

I, _____, titled _____ for Umpqua Bank hereby consent to the above exchange and hereby state that Umpqua Bank will execute the documents necessary to make the exchange so that the security for the loan reflects the new legal description owned by SMITH and releases that real property to be owned by CITY after the exchange.

Umpqua Bank

Dated